

SaskTel

Twenty-four (24) Month Service Warranty Protection Plan Contract

Eligible Device Tier (Unsubsidized New Retail Price at The Time of Purchase)	Service Fee for Twenty-Four (24) Months of Coverage	Replacement Processing Fee	Non-Returned Equipment Fee
\$0 - \$249.99	\$79.99	\$75.00	\$100.00
\$250.00 - \$399.99	\$99.99	\$100.00	\$175.00
\$400.00 - \$499.99	\$119.99	\$150.00	\$200.00
\$500.00 - \$699.99	\$134.99	\$175.00	\$250.00
\$700.00 - \$1,500.00	\$149.99	\$200.00	\$300.00

- All fees are subject to applicable tax.
- For a complete schedule of eligible devices and their device tier, ask a SaskTel sales representative or call SaskTel Customer Care at (800) 727-5835.
- **Plan Term:** This Plan and the Contract commence on the Effective Date and will continue until cancelled on the earliest of: (i) the expiration date noted on the original purchase invoice; (ii) fulfillment of the Plan as outlined in the Contract; or (iii) cancellation of the Plan under the Cancellation section of the Contract.
- If You choose Saturday delivery, You will be charged an additional \$20.00.
- If You choose to have Your Replacement Equipment shipped to an address outside of Canada, You will be charged an additional \$30.00.
- Return device shipping costs from outside of Canada to Canada will be Your responsibility.
- For a complete list of Eligible Devices and their device tier, ask a SaskTel sales representative or visit www.sasktel.brightstarprotect.com.
- Electrical and Mechanical Malfunction coverage begins 12 months after the purchase of Your Protected Equipment.

Definitions. (1) **“SaskTel”** means SaskTel and its successors and assigns with its address at 2121 Saskatchewan Drive, Regina, Saskatchewan, Canada S4P 3Y2. (2) **“Protected Equipment”** means the Eligible Device owned by You or Replacement Equipment provided by Us. The Protected Equipment, designated by You at the time of enrollment and identified by the International Manufacturer’s Equipment Identification (IMEI), Electronic Serial Number (ESN) or Mobile Equipment ID (MEID), must be actively registered in Your name in SaskTel’s records and have logged airtime after being enrolled in the Plan. Protected Equipment is limited to one Eligible Device per replacement. If You have used a different Eligible Device on Your mobile number immediately prior to the time of a Failure, the Protected Equipment is the Eligible Device (1) for which You have used on Your mobile number immediately prior to the time of a Failure; and (2) for which You have provided a proof of purchase to Us. If there is a difference in Eligible Device Tier, additional fees may apply in accordance with the table above. (3) **“Protected Accessory(ies)”** means the accessories that come standard in the original device packaging. (4) **“Eligible Device(s)”** means the wireless device that We have designated as eligible for service under the Plan as set forth in the list of Eligible Devices and device tier available from Us, which can be found in SaskTel stores or by calling (800) 727-5385. (5) **“Failure”** means during the time the Contract is in effect, the occurrence of (i) Mechanical or Electrical Failure 12 months after the purchase of your Protected Equipment; or (ii) Accidental Damage. (6) **“Replacement Equipment”** means a wireless device of the same make, model and storage (but not necessarily color), or if the same make, model and storage is not in stock or the production for the Eligible Device is discontinued by the original equipment manufacturer, the replacement device will be a different model of similar feature and functionality to the Eligible Device at the time of the Service Request (but may not be the same brand or model), with the same operating system, which We provide to You in the event of a Failure of the Eligible Device. Replacement Equipment becomes Protected Equipment once it has been delivered to You. (7) **“Effective Date”** means the date You enrolled Your Eligible Device in the Plan. Customers with active service with SaskTel are eligible to enroll in the Plan within twelve (12) months of purchasing a new Eligible Device from SaskTel; coverage begins 30 days after enrollment and continues for twenty-three (23) months thereafter. (8) The **“Plan”** means the **SaskTel Protection Plan** in which You are enrolled, providing repair or replacement service for a Failure of the Protected Equipment, as described in this Contract. (9) The **“Airtime Service Provider”** means SaskTel. (10) **“Computer Virus”** means any unauthorized programming or intrusive codes that are entered by any means into

covered data processing equipment, media, software, programs, systems or records and interrupt the operations of the Eligible Device. (11) **“Enrolled Subscriber”** means a customer of SaskTel who has accepted the device protection offered by SaskTel as part of a sales agreement with SaskTel and who has paid all applicable fees due with respect to the Protected Equipment. (12) **“Mechanical or Electrical Failure”** means failure of the Protected Equipment to operate due to faulty part(s) or workmanship when operated according to the manufacturer’s instructions 12 months after the purchase of Your Protected Equipment. (13) **“Accidental Damage”** means any direct and accidental damage including damage, liquid damage, accidental destruction that is externally visible and which prevents the correct operation of the Protected Equipment, glass breakage, damage, or destruction caused by an Accident. (14) **“Accident”** means a known and identifiable but unintended, sudden and unforeseen event. (15) **“Processing Fee”** means the amount the Enrolled Subscriber pays towards his or her service request. (16) **“Service Request”** means the request for service that You file with Us when Your Eligible Device suffers a Failure. (17) **“Protection Plan Contract”** means these twenty-four (24) month service warranty protection plan terms and conditions. (18) **“The Contract”** means this Protection Plan Contract, together with Your Service Fee, applicable payment provisions under Your SaskTel wireless service agreement, and applicable written communications from Us to You. (19) **“Service Fee”** means the applicable fee you paid for twenty-four (24) months of protection under this Protection Plan Contract.

Plan Benefits for Customers Enrolled in the Protection Plan:

We agree to replace the Protected Equipment that has incurred a Failure from the causes shown below during the twenty-four (24) month period for which the Enrolled Subscriber has paid the required Service Fee.

- **Accidental Damage:** replacement Service Request arising out of Accidental Damage to Protected Equipment due to external causes except where specifically excluded by the Plan.
- **Mechanical or Electrical Failure:** replacement Service Request arising out of Mechanical or Electrical Failure to Protected Equipment. You are eligible to file a service request for mechanical or electrical failure 12 months after You purchase Your Protected Equipment.

Mobile Device Protection Contract. The Contract governs the Plan, so You should keep this Protection Plan Contract and all of the other documents that comprise the Contract for Your reference. The Protection Plan Contract and Your wireless service agreement with SaskTel are, and shall remain, separate agreements, but in order to maintain service under the Protection Plan Contract You must also maintain Your wireless service with SaskTel. If any portion of the Contract is deemed invalid or unenforceable, it shall not invalidate the remaining portion of the Contract.

As used in this Contract, “We”, “Us”, and “Our” mean SaskTel, the company obligated under this Contract. “You” and “Your” refers to the SaskTel account holder that purchased this Contract. The Contract is purchased in and governed by the laws of the Province identified in Your billing address in the records of SaskTel and by the federal laws of Canada as applicable therein.

Service Contract. The Contract is a contract between You and Us that provides the specified services outlined herein. The Contract is not an insurance policy and provides no insurance coverage or insurance benefits to You.

What is Protected. If the Protected Equipment suffers a Failure during the time the Contract is in effect, We will replace the Protected Equipment. If a failure affects a Protected Accessory in conjunction with the Failure of the Protected Equipment, or if the Protected Equipment is replaced with a different model, We will also replace or repair the Protected Accessory. Protected Equipment will be replaced with a wireless device of like, kind, and quality with comparable features and functionality to the Protected Equipment. **THERE IS NO ASSURANCE, REPRESENTATION, OR WARRANTY THAT ANY REPLACEMENT EQUIPMENT WILL BE IDENTICAL OR OFFER THE SAME FUNCTIONALITIES OR COLOR AS THE ITEM BEING REPLACED. REPLACEMENT EQUIPMENT WILL BE NEW, REMANUFACTURED OR REFURBISHED.** In the event the Replacement Equipment You receive is remanufactured or refurbished, such Replacement Equipment shall be as good as new equipment regarding functionality and features, and may contain original or non-original equipment manufacturer parts. The Replacement Equipment comes with a 90-day warranty that covers defects in material or workmanship that interferes with the operation of the device and begins on the date of delivery of the Replacement Equipment. If the Replacement Equipment is physically damaged upon delivery, You must report such damage to Us within seventy-two (72) hours and request the re-shipment of Replacement Equipment. The Replacement Equipment becomes the Protected Equipment immediately upon delivery to You. If We replace Your equipment under the Plan, We reserve the right to take possession and ownership of Your defective Protected Equipment. You hereby assign and transfer to Us all rights and benefits of any manufacturer’s warranty or other ancillary service relating to any Protected Equipment that We replace.

Manufacturer’s Warranty. This Plan complements and may overlap with the manufacturer’s warranty, which is typically valid for one year from the purchase date of Your device. Subject to applicable law, in addition to the manufacturer’s warranty, Your wireless device may also be covered by certain quality standards. Some devices may have a longer or shorter manufacturer’s warranty. Please refer to the manufacturer’s warranty provided with Your wireless device or through the manufacturer’s website to understand what protection is offered and the duration of the manufacturer’s warranty.

Contract Service Period. This Contract and the Plan are for a twenty- four (24) month period of time. Your service under the Plan begins on the Effective Date and is continuous until cancelled on the earliest of: (i) the expiration date noted on the original purchase invoice; (ii) fulfillment of the Plan as outlined in the Contract; or (iii) cancellation of the Plan under the Cancellation section of the Contract.

Charges. You agree to pay Your Service Fee, in full, for the twenty-four (24) month period on the same terms and conditions as set forth under this Contract. Any applicable processing fees, non-protected failure charges, shipping and restocking charges, taxes, and regulatory surcharges and assessments may be added to Your Service Fee or, at Our sole discretion, collected from You prior to providing Replacement Equipment.

To Obtain Service. In the event of Failure of the Protected Equipment, You may file a Service Request by calling (888) 324-7730 or by visiting www.sasktel.brightstarprotection.com. You must file the Service Request within sixty (60) days of the Failure. If the Failure is not reported within sixty (60) days, Your Service Request will be forfeited and no Replacement Equipment will be available under the Contract. You must provide Us with all of the necessary information required to approve replacement of the Protected Equipment and pay Your Replacement Processing Fee within sixty (60) days of reporting the Failure. If Your Service Request is approved, We will provide the Replacement Equipment within 2 to 10 business days to the address You provide to Us. For all Service Requests, You will be required to return Your original Protected Equipment to Us within thirty (30) days from the delivery of the Replacement Equipment.

Failure on Your part to provide Us the necessary information and pay the Processing Fee within sixty (60) days of the date that You report the Failure to Us will result in forfeiture of Your Service Request. **WE MAY REQUIRE, AS A CONDITION OF APPROVAL OF YOUR SERVICE REQUEST, THAT YOU PROVIDE PROOF OF PURCHASE FOR THE PROTECTED EQUIPMENT AND/OR YOUR GOVERNMENT- ISSUED PHOTO I.D., A COPY OF YOUR WIRELESS BILL, A N D / O R O T H E R D O C U M E N T A T I O N O R I N F O R M A T I O N A S R E A S O N A B L Y N E C E S S A R Y T O E S T A B L I S H Y O U R I D E N T I T Y A N D R I G H T T O S E R V I C E .** We also retain the right to inspect the Protected Equipment as a condition of approval of Your Service Request.

Processing Fee. A non-refundable Processing Fee applies to each approved replacement of the Protected Equipment for Failures as follows:

Processing Fee				
\$0.00 - \$249.99	\$250.00 - \$399.99	\$400.00 - \$499.99	\$500.00 - \$699.99	\$700.00 - \$1,500.00
\$75.00	\$100.00	\$150.00	\$175.00	\$200.00

The Processing Fee will be collected from You prior to providing Replacement Equipment. We retain and reserve the right to inspect Your Protected Equipment. The Processing Fee may be included on Your Bill or, at Our sole discretion, collected from You prior to providing Replacement Equipment.

Record Authorization. It is expressly agreed and understood that by accepting this Contract, You understand and authorize Us to access Your account records for Service Request handling and Plan validation purposes.

Service Limits. Beginning on the Effective Date, the Contract will cover two (2) replacements of Protected Equipment during the twenty-four (24) month period. Upon the fulfillment of two (2) Service Requests within the twenty-four (24) month period, Your enrollment in the Plan will be cancelled. For all Service Requests, We will cover the cost to replace or repair the Protected Equipment up to a maximum retail value of \$1,500 per Service Request, inclusive of Protected Accessories as applicable. If a Failure affects a Protected Accessory (such as a battery or charger) in conjunction with the failure of Your Protected Equipment, or if Your Protected Equipment is replaced with a different model, We will also replace the Protected Accessories.

Return of Replaced Equipment and Additional Fees. Protected Equipment approved for replacement must be returned to Us at Our shipping expense in the return mailer provided to You with Your Replacement Equipment within thirty (30) days from the delivery of the Replacement Equipment. The Protected Equipment We replace becomes property of SaskTel and You hereby assign and transfer to Us all rights and benefits of any manufacturer's warranty or other ancillary coverage relating to any Protected Equipment that We replace. If We do not receive Your original equipment within thirty (30) days from delivery of the Replacement Equipment, You will be charged a Non-Returned Equipment Fee as shown in the table below. YOU MAY AVOID THIS FEE BY SIMPLY RETURNING THE PROTECTED EQUIPMENT AS INSTRUCTED. You are eligible for a full refund of the Non-Returned Equipment Fee if You return the Protected Equipment to Us within thirty (30) days of the date on which You were charged the Non-Returned Equipment Fee.

Non-Returned Equipment Fee				
\$0.00 - \$249.99	\$250.00 - \$399.99	\$400.00 - \$499.99	\$500.00 - \$699.99	\$700.00 - \$1,500.00
\$100	\$175	\$200	\$250	\$300

Charge for Non-Protected Service. We will notify You in writing within thirty (30) days of the return of replaced Protected Equipment if We determine the returned Protected Equipment did not suffer a Failure protected by the Plan. You may be required to return the Replacement Equipment to Us, at Your cost for shipping, within thirty (30) days of such notification. In such case, if We do not receive the Replacement Equipment in good working order within thirty (30) days, You will be charged a Non-Returned Equipment Fee shown in the table above.

Your Cancellation Rights. You may terminate the Contract at any time for any reason by visiting a SaskTel store or authorized dealer, or by calling (800) 727-5835. You are only eligible to receive a refund if (i) You cancel the Contract within the first thirty (30) days of enrollment and (ii) have not had an approved Service Request. Any termination, cancellation, suspension, interruption, or discontinuation of Your wireless service with SaskTel for any reason constitutes cancellation of the Plan by You, subject to the terms and conditions of the Contract.

Our Cancellation Rights. We may terminate this Contract immediately if You default on Your obligations under the Plan. We may cancel the Contract for any other reason by notifying You in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and grounds for cancellation.

Exclusions.

The Plan does not cover:

(1) Incidental or consequential damages, or indirect damages not resulting from Our intentional or gross fault; (2) failures caused by any force majeure, including failures caused by war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, or military authority; (3) abuse or misuse; (4) pre-existing Failures of the Protected Equipment occurring before the time it was established as the Protected Equipment; (5) changes or enhancements in color, texture, finish, expansion, contraction, or any cosmetic damage to Protected Equipment however caused, including, but not limited to, scratches and marring, that do not affect the mechanical or electrical function of the Protected Equipment; (6) Failure of the Protected Equipment caused by computer viruses or similar unauthorized intrusive codes or programming; (7) Loss; (8) Theft; (9) damages covered by the Protected Equipment's manufacturer's warranty while the manufacturer's warranty is in effect; or (10) Error or omission in design, programming, system configuration, faulty construction, or any original defect in any Protected Equipment or recall by the manufacturer.

Further, Protected Equipment does not include and the Plan does not cover:

(1) Contraband or property in the course of illegal transportation or trade; (2) Property in transit to You from anyone other than Us; (3) Routine maintenance and consumable items, such as batteries (one standard battery will be provided with Replacement Equipment if the Replacement Equipment is a different model than the Protected Equipment or if the battery was part of the Failure to the Protected Equipment); (4) Antennas, unless there is also a Failure of the Protected Equipment; or (5) Any accessories (unless otherwise covered as a Protected Accessory when part of a Failure to the Protected Equipment), including but not limited to color face plates, personalized data, or customized software, such as personal information managers (PIMs), ring tones, games, or screen savers.

Agreement and Notice of Material Change. You agree to all the provisions of the Contract, including but not limited to this Service Warranty Protection Plan Contract, when You order the Plan and/or pay for it. Subject to applicable law, in the event of any material change to the service terms, Service Fee, and/or Processing Fee, unless such change is more favorable to You, You will be provided thirty (30) days advance notice of such changes. Such notice may be provided by any of the following methods: email, text message, in a separate mailing, or by any other reasonable method. Such notice will set out the effective date of the material change. You may refuse the amendment and rescind or cancel the Contract without cost, penalty or cancellation indemnity by sending Us a notice to that effect within thirty (30) days after the amendment comes into force. Your continued use of the Plan and payment of the charges after such notice constitutes Your acceptance of the changes. Your participation in the Plan is optional and You may cancel the Plan at any time. Please refer to the Cancellation section of the Contract.

Electronic Delivery. You expressly and knowingly agree and consent to permit Us (including any third party vendor, or representative through which We provide services under this Contract) to make disclosures and provide notices to You in electronic form, including but not limited to email and text messaging, instead of providing such notices and disclosures in hardcopy by post mail. Your consent and agreement shall relate to all forms, disclosures, and notices required under applicable law and shall remain valid until such time as You may exercise Your right to revoke this consent by notifying SaskTel.

Prohibitions on Transfer and Abuse of the Plan. The Plan is for Your use only. It is not transferable by You to any other person, and may not be assigned by You. Wireless devices owned by anyone other than You may not be made Protected Equipment. Any abuse of the Plan by You, including but not limited to seeking replacement of a wireless device not belonging to You, may result in termination of the Plan upon notice.

Concealment, Misrepresentation of Fraud. The protection provided by this Contract is void with respect to any Enrolled Subscriber who commits fraud or intentionally conceals or misrepresents a material fact concerning, this Contract, the Protected Equipment, the Enrolled Subscriber's interest in the Protected Equipment, or a service requested under this Plan.

Force Majeure. We have no responsibility for delays or failures due to acts of God, fire, flood, explosion, war, revolution, acts of public enemy or terrorist, labour difficulties, including without limitation strikes, slowdowns, picketing or boycotts, civil commotion, embargo, acts of government, military authority, or the elements, or other causes beyond Our reasonable control, and in such event, We may cancel the Contract and the Plan immediately.

Arbitration. No one may bring a claim to arbitration against Us under this Contract unless and until there has been full compliance with all terms of this Contract. To the extent permitted by applicable law, any claim or dispute (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future) will be referred to and settled by private and confidential arbitration before a single arbitrator, unless we agree otherwise. This does not apply to the collection from you of any amount by us arising out of:

- (a) this Agreement;
- (b) a device or the Service;
- (c) oral or written statements, or advertisements or promotions relating to this Agreement or to a product or service; or
- (d) the relationships which result from this Agreement (including relationships with third parties who are not parties to this Agreement), (each, a "Claim").

Such arbitration shall be conducted according to SaskTel's Arbitration Protocol found at www.sasktel.com/arbitrationprotocol or its replacement. You waive any right you may have to initiate or participate in any class action against us related to any Claim and, where applicable, you agree to opt out of any class proceedings against us, whether we are the sole defendant, or one of several other defendants, named in the Claim.

Submit a Claim for arbitration to SaskTel, 13th Floor, 2121 Sask. Drive, Regina, Saskatchewan, S4P 3Y2, Attention: Vice President Corporate Counsel & Regulatory Affairs.

If we have a Claim, we will give you notice to arbitrate at your last known address of record. Some jurisdictions may not allow the use of compulsory arbitration or the waiver of rights to participate in a class action. If applicable law renders clauses requiring mandatory arbitration or the exclusion of the right to participate in a class action void, the provisions of this section shall be subject to severance in accordance with this Agreement

Nothing in this section is in any way intended to prevent or limit you from taking a complaint about the Service to The Commissioner for Complaints for Telecommunication Services (CCTS) for investigation as long as we are participating as a member in such complaint investigating program and as long as the Service and the complaint are matters over which CCTS has jurisdiction.

Data Privacy. As part of the services offered to You through this Plan, SaskTel may collect, use, and communicate personal information about You that is necessary for the purposes of establishing, managing, and maintaining our relationship. We will seek Your consent for the collection, use or disclosure of Your personal information at the time of collection, except as otherwise required or in cases authorized by law. A more detailed description on how and why SaskTel collects, uses and communicated Your personal information can be found in SaskTel's privacy policy which is accessible online at www.sasktel.com/about-us/legal-and-regulatory/privacy-policy/privacy-policy. Although SaskTel always endeavors to take the necessary steps to ensure Your privacy rights are protected, please note that the information You provide to Us may be transferred to Our affiliates, subsidiaries and partners and with other third parties that are located in countries outside of Canada and as such that local laws may otherwise allow Your personal information to be accessed by local authorities without Your consent.

Limits of Liability. In the event of any error, omission or failure by Us or Our agents or service providers with respect to the Plan or the services provided by Us or Our agents or service providers hereunder, OUR RESPONSIBILITY AND LIABILITY AND THAT OF OUR AGENTS AND SERVICE PROVIDERS SHALL BE LIMITED TO THE CHARGES ACTUALLY PAID BY YOU FOR THE PLAN (BUT NO MORE THAN THE LAST TWENTY-FOUR (24) MONTHLY CHARGES YOU PAID FOR THE PLAN). THIS IS YOUR SOLE REMEDY FOR ANY ERRORS, OMISSIONS OR FAILURE OF US OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE. FURTHER, UNDER NO CIRCUMSTANCES SHALL WE OR OUR AGENTS OR SERVICE PROVIDERS BE LIABLE FOR ECONOMIC LOSSES, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF WE OR OUR AGENTS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF OR HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE PLAN OR OUR OR OUR AGENTS' OR SERVICE PROVIDERS' PERFORMANCE UNDER THE PLAN, OR UNDER ANY PROVISION OF THE CONTRACT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE CONTRACT OR REQUIRED BY LAW, WE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE PLAN AND SERVICES TO BE PROVIDED HEREUNDER BY US AND OUR AGENTS OR SERVICE PROVIDERS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.